

NORTHERN INDUSTRIAL DISTRICT ENGINE DRIVERS, FIREMEN, AND GREASERS (PULP AND PAPER INDUSTRY)—INDUSTRIAL AGREEMENT

[Filed in the Office of the Clerk of Awards, Auckland]

THIS industrial agreement made in pursuance of the Industrial Conciliation and Arbitration Act 1954, this 16th day of November 1960, between the New Zealand Engine Drivers, River Engineers, Marine Engine Drivers, Greasers, Firemen and Assistants Industrial Union of Workers (Auckland Branch), (hereinafter referred to as "the union"), of the one part, and

N.Z. Forest Products Ltd., O'Rorke Road, Penrose, Auckland.

Tasman Pulp and Paper Co. Ltd., Kawerau, Bay of Plenty.

Whakatane Board Mills Ltd., Whakatane, Bay of Plenty.

(hereinafter referred to as "the employers"), of the other part, whereby it is mutually agreed by and between the said parties hereto as follows, that is to say:

1. That the terms, conditions, stipulations, and provisions contained and set out in the Schedule hereto shall be binding upon the said parties and they shall be deemed to be and are hereby incorporated in and declared to form part of this agreement.

2. The said parties hereto shall respectively do, observe, and perform every matter and thing by this agreement and by the said terms, conditions, stipulations, and provisions respectively required to be done, observed, and performed, and shall not do anything in contravention of this agreement or of the said terms, conditions, stipulations, and provisions, but shall in all respects abide by and perform the same.

SCHEDULE

Industry to Which Agreement Applies

1. This agreement shall apply to workers employed in the pulp and paper industry for whom provision is made in clause 10 hereof.

PART I—DAY WORKERS

Hours of Work

2. (a) The ordinary hours of work shall not exceed eight hours a day on each of the five days of the week, Monday to Friday (both days inclusive), between the hours of 8 a.m. and 5 p.m.

(b) A worker shall not be required to work more than four and a quarter hours continuously without an interval of three-quarters of an hour for a meal: Provided that the meal interval may be reduced to half an hour by mutual agreement.

Time worked in excess of such four and a quarter hours and until a meal interval is allowed shall be paid for at overtime rates.

Overtime

3. (a) Time worked on any day, Monday to Friday, outside of or in excess of the hours specified in clause 2, and any time worked on Saturday before 12 noon, shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter. Time worked on Saturday after 12 noon shall be paid for at the rate of double time.

(b) When a worker is required to work more than nine hours he shall be provided with a meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

(c) When computing overtime, broken quarter-hours shall be paid for as if a full quarter-hour had been worked.

(d) A worker who has worked for more than four and a half hours at overtime rates on any day shall not be required to return to work at ordinary rates within nine hours of finishing the overtime.

If the interval is less than nine hours, overtime rates shall be paid for all time worked until an interval of nine hours has been allowed.

(e) Any worker who, after having completed his day's work and left the place of employment, is called back to work shall be paid an attendance allowance of 5s. and a minimum of two hours at the appropriate rate provided that where the call-back occurs between midnight and 6 a.m. the minimum shall be three hours.

Special Rates

4. Time worked on Sundays or on any of the recognised holidays mentioned in clause 14 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sundays, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 14 hereof.

PART II - SHIFT WORKERS

Hours of Work

5.(a) The ordinary hours of work shall not exceed five eight-hour shifts, to be worked between midnight Sunday-Monday and midnight Friday-Saturday.

(b) Each shift worker shall be afforded reasonable opportunity during the shift to partake of a meal, but machinery shall be kept fully working and production shall not be impeded.

(c) Except in the case of a replacement of, or substitute for, a regular shift worker who is temporarily absent due to sickness, accident, or other cause, a worker shall not be deemed a shift worker unless he is employed on shift work on his next three successive working days, inclusive of the day of commencement of such shift work.

(d) Where practicable, shifts shall rotate weekly or at such longer intervals as may be agreed upon by the management and union at any mill and as far as possible the employer shall arrange the shifts in accordance with the wishes of the workers.

(e) Except in the normal or rostered changing of shifts any worker required to work a second shift within 24 hours from the time of commencing his normal or rostered shift shall receive overtime rates for such second shift. For the purpose of this award, roster means a schedule of duty-times showing in advance the shifts and the days of the week when any worker is due to work and be off work respectively at those mills where work is normally carried on continuously without shutting down at regular intervals and rostered has a corresponding meaning.

(f) Any worker classified as a shift worker who shall have completed a full week on shift work shall be entitled to complete his cycle of shift work before being reclassified as a day worker: Provided, however, that this provision shall not apply in the case of a worker replacing or substituting for a regular shift worker who is temporarily absent due to sickness, accident, or other cause.

(g) Work shall be continuous throughout each shift except for the intervals prescribed in this agreement for meals and refreshments.

Overtime

6. (a) Time worked in excess of eight hours on any shift or time worked on any rostered day off during the period midnight Sunday-Monday to midnight Friday-Saturday shall be deemed to be overtime and shall be paid for at the rate of time and a half for the first three hours and at the rate of double time thereafter.

(b) When a worker is required to work more than nine hours he shall be provided with a suitable meal at the end of the first nine hours and at the end of each subsequent four hours of work provided that work continues thereafter. If not provided with a meal on any occasion the worker shall be entitled to a meal allowance of 5s.

Provided that this provision shall not apply if a worker can reasonably get home for a meal and back within the time allowed by the employer.

(c) Overtime rates shall not be payable where the overtime worked arises from arrangements solely made by the workers themselves, even though the arrangements have the employer's approval.

(d) Any worker who, after having completed his day's work and left the place of employment, is called back to work shall be paid an attendance allowance of 5s. and a minimum of two hours at the appropriate rate provided that where the call-back occurs between midnight and 6 a.m. the minimum shall be three hours.

Special Rates

7. Time worked on Saturdays, Sundays, or any of the recognised holidays mentioned in clause 14 (a) hereof shall not be reckoned as ordinary time or overtime but shall be paid for at the following special rates:

On Sunday, double time.

On any of the holidays mentioned, double time in addition to any other payment to which the worker is entitled under clause 14.

On Saturdays before 12 noon, time and a half for the first three hours and double time thereafter.

On Saturdays after 12 noon, double time.

Shift Allowance

8. (a) Where day, afternoon, and night shifts are worked a shift allowance at the rate of 3s. 6d. per shift shall be paid to each shift worker, but the management at each mill shall have the right to fix its own allowances for the day, afternoon, and night shifts respectively including the right not to pay any allowance for the day shift provided that the total for a complete cycle of three shifts amounts to 10s. 6d.

When 12 hour shifts are worked the total shift allowance shall be divided between the two shifts.

(b) Where day and afternoon shifts only are worked, the shift allowance shall be 1s. 6d. for the day shift and 3s. 6d. for the afternoon shift or at the discretion of the management 2s. 6d. for day and 2s. 6d. for afternoon shift.

(c) An afternoon shift means a shift commencing after 12 noon and finishing at or before midnight, and a night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

Students

9. Any engineering, science, or accountancy student of any university or university college in New Zealand who engages himself to any employer party to this agreement for the purpose of obtaining practical experience to supplement his theoretical training during his vacation period shall be exempt from the provisions of this agreement, provided that this shall not entitle an employer to dismiss a worker in order to make room for a student, and provided further, that if a student is called upon to operate a machine without the guidance and supervision of the normal operator of that machine the student shall be paid the appropriate rate of wages prescribed in the agreement for such work.

PART III—APPLIES TO ALL WORKERS AS PROVIDED

Wages

10. (a) The following rates of pay shall apply to workers employed by Whakatane Board Mills Ltd.:

	Per Hour
	s. d.
Woodyard department—	
Crane drivers	6 5½
Cardboard-machine department—	
Mill greaser	6 7
Power house—	
Boiler attendant	7 2½
Greasers	6 4½
Coal-crane operator	6 6
Coal-trimmers	6 1½
Transport department—	
Loco-drivers—'A' grade	7 2¾
'B' Grade	7 1
Loco-firemen and shunters	6 8¼

To the above rates there shall be added a country allowance of 3½d. per hour, which allowance shall be taken into account in calculating overtime and special rates.

(b) The following rates of pay shall apply to workers employed by New Zealand Forest Products Ltd., at Penrose:

	Per Hour
	s. d.
Boiler house—	
Boiler attendant	7 2½
Assistant boiler attendant	6 11½
Trainee without ticket (when employed)	6 7¼
Miscellaneous—	
Mill greaser	6 7½

(c) The following rates of pay shall apply to workers employed by New Zealand Forest Products Ltd., at Kinleith:

	Per Hour
	s. d.
Pulp mill—	
Boilerman	7 2½
Trimmer	6 8¼
Trimmer with 2nd class ticket	6 10¼
Miscellaneous—	
Mill greaser	6 7

To the above rates there shall be added a country allowance of 2d. per hour, which allowance shall be taken into account in calculating overtime and special rates.

(d) The following rates of pay shall apply to workers employed by Tasman Pulp and Paper Co. Ltd., at Kawerau.

	Per Hour	
	s.	d.
Steam plant—		
Turbine room attendant	7	6½
Power boiler operator	7	2½
Water tender	7	0
Auxiliary operator and helper (outsider)	6	11
Auxiliary operator and helper (inside)	6	11
Boilerhouse attendant	6	9½
Utility man	6	2¾
Miscellaneous—		
Loco driver	6	10½
Loco helper	6	8¼
Mill greaser	6	7

To the above rates there shall be added a country allowance of 3½d. per hour, which allowance shall be taken into account in calculating overtime and special rates.

(e) A service allowance on the following terms shall be paid:

- (i) For service exceeding one year, ½d. an hour.
- (ii) For service exceeding two years a further ½d. an hour, making 1d. an hour in all.
- (iii) For service exceeding five years a further 1d. an hour, making 2d. an hour in all.
- (iv) This allowance shall count for the calculation of overtime and special rates.
- (v) Service now accrued qualifies for the allowance.
- (vi) Service must be continuous so that if a man leaves or is discharged and returns to the employer he commences afresh without service allowance and his qualification for the allowance runs from date of return.
- (vii) Service must be with the same employer and not merely in the industry.
- (viii) Payment of this allowance will be made not less frequently than each fourth pay day.

(f) This agreement shall not operate so as to reduce the wages of any worker during his present employment.

Dirt Money

11. (a) When workers are required to enter flues or back-end smoke-boxes for the purpose of cleaning them or to chip and/or clean the interior of boilers they shall be paid 1s. 2d. per hour extra with a minimum of 2s. 4d. per day.

(b) A worker handling salt cake or other materials giving rise to unusually dusty or dirty conditions shall be paid 4d. per hour extra, but this provision shall not apply to material handlers at steam plant Kawerau.

(c) Whakatane Board Mills Ltd.: In addition to ordinary wages, 2s. 4d. per day shall be paid to workers trimming coal; unloading china clay, stayco, staybind; and handling hot ashes.

(d) New Zealand Forest Products Ltd., Penrose: In addition to ordinary wages, 2s. 4d. per day shall be paid to workers handling rockwool; cleaning out main sump, No. 2 chipbin sump, and vertical bucket elevator sump; and while cleaning dryer and hardboard press and inside of dust separators and cyclones.

Requirements of Economic Stabilisation Regulations

12. No worker bound by this agreement shall in any week be paid a lesser amount by his employer than the worker would have been entitled to be paid under this agreement if it had specifically applied the general order of the Court dated 18 September 1959 otherwise than by incorporation pursuant to the pronouncement of the Court dated 18 September 1959.

Payment of Wages

13. Wages shall be paid weekly and during working hours. Wages for each week shall be paid not later than on the following Wednesday except where the incidence of holidays makes this impracticable, in which case such wages shall be paid as soon after the Wednesday as shall be practicable: Provided that at Whakatane the 12 midnight to 8 a.m. shift shall be paid the following morning.

Notwithstanding the foregoing other arrangements may be agreed on between the employer and the local branch of the union.

Holidays

14. (a) The following are the recognised holidays under the agreement: New Year's Day and the day following, Anniversary Day or a day observed in lieu thereof, Good Friday, Easter Monday, Anzac Day, the birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) The attention of the parties is drawn to the provisions of the Public Holidays Act 1955, which deals with the transference of holidays which fall on a Saturday or a Sunday. This provision shall apply to workers covered by this agreement.

(c) Payment of wages for the said holidays shall be made to all persons who perform work under this agreement at any time during the fortnight ending on the day on which the holiday occurs.

(d) Where any worker has been employed by more than one employer during the fortnight ending on the day on which any of the above holidays occurs, he shall be entitled to receive payment for the holiday from such one or more of those employers, and, if more than one, in such proportion as the Inspector of Awards determines.

(e) Except in the case of Anzac Day when it falls on a Saturday or a Sunday, where a rostered day-off falls on a statutory holiday the worker concerned shall be entitled to payment for any such statutory holiday.

(f) Except as provided in subclause (g) of this clause, annual holidays shall be granted in accordance with the provisions of the Annual Holidays Act 1944, except that payment for annual holidays for each employee shall be based on his average weekly earnings under the agreement for the year or such lesser period in respect of which the holiday is allowable, but, unless the contrary is specifically provided in the Annual Holidays Act, overtime payments for work in excess of eight hours per day and shift allowance are to be disregarded in making the computation.

(g) Whenever the employer at any mill elects to operate and for so long as he continues to operate a four shift continuous roster system scheduling production on seven days of the week, 24 hours of the day and including any or all of the holidays specified in subclause (a) hereof, rostered shift workers shall work on any or all of such holidays as required by the employer, provided that apart from the closing down and starting up of plant, plant safety and essential services, work shall not be required on Christmas Day and New Year's Day, and provided further that at Kawerau the employer may substitute another recognised holiday for New Year's Day.

Shift workers at any such mill who have worked under the roster for a complete year shall be allowed an annual holiday of three weeks, the first two weeks of which shall be paid for on the same terms as provided in subclause (f) hereof and

the third week (which may be allowed either in conjunction with or separately from the first two weeks as the employer may decide and as far as practicable to meet the wishes of the worker concerned) shall be paid as for 42 hours at ordinary rates of pay.

Shift workers who have worked under the roster for part of the year only shall be entitled to a corresponding proportion of the third week: Provided that by agreement between the employer and the worker, and subject to the approval of the local branch of the union, payment may be made for the part week in satisfaction of the holiday entitlement.

Termination of Employment

15. (a) The employment of any worker shall be terminable by eight hour's notice on either side: Provided, however, that the employer shall be entitled to dismiss any worker summarily for misconduct: Provided further that, except in the case of dismissal for misconduct any worker who is dismissed upon or after reporting for work at the usual hour shall be entitled to at least four hours' pay for that day.

(b) Workers shall be paid immediately upon termination of employment if such occurs in the employer's ordinary office hours, and otherwise when the office normally re-opens. Failing the payment as aforesaid, the worker shall be deemed to have worked his normal hours until he is paid and shall be entitled to wages accordingly.

Suspension of Employment

16. (a) An employer who finds it necessary to cease operations temporarily in any department or departments, shall be entitled to suspend the employment of the employees thereby affected by giving them eight hours' notice: Provided, however, that in the case of a sudden emergency the employment may be suspended on the following conditions:

- (i) Shift workers on shift when the emergency arises shall be given notice of suspension as soon as possible and be entitled to pay to the end of the shift.
- (ii) The employees on the other shifts shall, if possible, be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker and he reports for work, he shall be entitled to pay for eight hours at such rate or rates as would have been applicable had no suspension occurred.
- (iii) Day workers on duty when the emergency arises shall be given notice of suspension as soon as possible and shall be entitled to pay up to the end of their normal day. Where the emergency arises outside of normal hours for day work, day workers shall, if possible, be notified of the suspension before they leave their homes for work, and if such notice is not given to any worker and he reports for work he shall be entitled to four hours' pay.

(b) No pay under this agreement shall accrue due to any worker during any period when his employment is suspended under this clause.

(c) Notice of such suspension shall be posted up on the clock-room.

Transport Allowance

17. A worker called upon to work overtime and starting and finishing work at a time when his ordinary means of transport have ceased running shall be conveyed from or to his home, or such point at which his ordinary means of transport are available, at the expense of the employer.

Accidents

18. (a) A first-aid emergency case, fully equipped, shall be kept by the employer in a convenient and accessible place at the factory. Accidents shall be reported to the employer on sheets provided for that purpose.

An ambulance room shall be provided.

(b) If available, one worker holding a St. John's current certificate shall be employed, and the employer shall pay such worker an honorarium of not less than £11 10s. per annum.

This provision shall not apply to any undertaking where a fully equipped first-aid station is provided and the services of a competent first-aid officer are available at all times on the mill site.

Variation of Duties

19. It shall be the duty of every worker if at any time during his ordinary working hours, sufficient work is not available for him in his usual occupation or department to undertake any other work in the said industry that the employer may require him to undertake: Provided that while engaged on such other work such worker shall be paid not less than the rate of wages payable to him in respect of his usual occupation or the rate prescribed for the work to which he is transferred, whichever rate is the greater.

General Provisions

20. (a) The employer shall provide (1) a separate locker for each worker, as near as practicable to his own department, clogs and rubber goshes where such articles are necessary, protective clothing and/or rubber aprons for workers handling acids, alum, caustic soda, or other corrosive chemicals; (2) a luncheon-room and/or dining cubicles for shift workers; (3) a changing-room with hot and cold showers in a situation easily accessible to the workers; (4) gumboots, water-proof clothing, asbestos or leather gloves, and/or respirators for all work where such articles are necessary.

(b) Where necessary, workers shall be issued with two pairs of overalls to be replaced when worn out.

(c) Where gumboots are handed in by workers who no longer require them it shall be the responsibility of the company to disinfect the boots before they are issued to other workers.

(d) All workers shall keep their lockers clean and tidy, placing all rubbish in covered bins provided for that purpose.

(e) The management shall be responsible for seeing that the meal room is kept clean and tidy.

(f) (i) Any worker required to work in any compartment or confined space where the heat exceeds 110 degrees Fahrenheit shall be paid, in addition to the rate of wages to which he is entitled for the time at which the work is performed, a special heat rate computed at ordinary time rates for the time he is so employed.

(ii) Any worker required to work in any place (other than a compartment or confined space within the meaning of this subclause) where the temperature exceeds 110 degrees Fahrenheit shall be paid 3½d. per hour or part of an hour above his ordinary rate of pay for the time he is working subject to such temperature.

(iii) No worker shall be compelled to work in any space where the temperature has been raised to above 150 degrees.

(iv) A compartment or confined space means a place the dimensions of which necessitate a worker working in a stooped or otherwise cramped position or a place without proper ventilation or where confinement within a limited space is productive of unusual discomfort.

(g) Hot water shall be available at meal and refreshment times.

(h) A stop-work meeting with a limit of two hours shall be allowed once in each period of three months: Provided that a skeleton staff sufficient to maintain production shall be left on duty.

(i) At Kinleith for as long as one boilerman is required to attend three or more boilers of which the combined rated capacity exceeds 125,000 lb of steam an hour he shall be paid an allowance of 18s. 9d. per week.

Refreshment Intervals

21. (a) Day workers: Each day-worker shall be allowed an interval of 10 minutes morning and afternoon without loss of pay.

(b) Shift-workers shall, without loss of pay, be allowed two 10 minute intervals during each shift for the purpose of refreshment, the shift foreman to arrange relief where essential.

Right of Entry

22. The secretary or other authorised officer of the union shall, with consent of the employer (which consent shall not be unreasonably withheld), be entitled to enter at all reasonable times upon the premises or works and there interview any workers, but not so as to interfere unreasonably with the employer's business.

Disputes

23. The essence of this agreement being that the work of the employers shall not on any account whatsoever be impeded but shall always proceed as if no dispute had arisen, it is provided that if any dispute or difference shall arise between the parties bound by this agreement, or any of them as to any matter whatsoever arising out of or connected therewith and not specifically dealt with in this agreement, every such dispute or difference shall be referred to a committee to be composed of two representatives of each side, together with an independent chairman to be mutually agreed upon or, in default of agreement, to be appointed by the Conciliation Commissioner for the district.

If the committee is unable to decide the question then the chairman shall give a decision or refer the matter to the Court.

Either side shall have the right to appeal to the Court against a decision of any such committee or chairman, upon giving to the other side written notice of such appeal within 14 days after such decision has been made known to the party desirous of appealing.

Workers to be Members of Union

24. (a) Subject to the provisions of sections 174 (5) and 175 of the Industrial Conciliation and Arbitration Act 1954, it shall not be lawful for any employer bound by this agreement to employ or to continue to employ in any position or employment subject to this agreement any adult person who is not for the time being a member of an industrial union of workers bound by this agreement.

(b) For the purposes of subclause (a) of this clause a person of the age of 18 years or upwards, and every other person who for the time being is in receipt of not less than the minimum rate of wages prescribed by this agreement for workers of the age of 21 years and upwards, shall be deemed to be an adult.

(c) Every person who, being obliged to become a member of any union by the operation of the foregoing provisions, fails to become a member of that union when requested so to do by his employer or any officer or representative of the union commits a breach of this agreement and shall be liable accordingly.

(NOTE—Attention is drawn to section 174 (3) of the Industrial Conciliation and Arbitration Act 1954 which gives to workers the right to join the union.)

Under-rate Workers

25. (a) Any worker who considers himself incapable of earning the minimum wage fixed by this agreement may be paid such lower wage as may from time to time be fixed, on the application of the worker after due notice to the union, by the local Inspector of Awards or such other person as the Court may from time to time appoint for that purpose; and such inspector or other person in so fixing such wage shall have regard to the worker's capability, his past earnings, and such other circumstances as such inspector or other person shall think fit to consider after hearing such evidence and argument as the union and such worker shall offer.

(b) Such permit shall be for such period, not exceeding six months, as such inspector or other person shall determine, and after the expiration of such period shall continue in force until 14 days' notice shall have been given to such worker by the secretary of the union requiring him to have his wage again fixed in manner prescribed by this clause: Provided that in the case of any person whose wage is so fixed by reason of old age or permanent disability it may be fixed for such longer period as such inspector or other person shall think fit.

(c) Notwithstanding the foregoing, it shall be competent for a worker to agree in writing with the president or secretary of the union upon such wage without having the same so fixed.

(d) It shall be the duty of the union to give notice to the Inspector of Awards of every agreement made with a worker pursuant hereto.

(e) It shall be the duty of an employer, before employing a worker at such lower wage, to examine the permit or agreement by which such wage is fixed.

Scope of Agreement

26. This agreement shall operate throughout the Northern Industrial District.

Term of Agreement

27. This agreement, in so far as the provisions relating to the rates of wages to be paid are concerned, shall be deemed to have come into force on the first day of the working week in each establishment in which 22 April 1960 falls and so far as all other provisions of the agreement are concerned, it shall come into force on the day of the date hereof; and this agreement shall continue in force until 31 October 1961.

In witness whereof the parties hereto have executed these presents on the day and year first above written.

Signed for and on behalf of the N.Z. Forest Products Ltd.:

T. N. HETHERINGTON.

Witness to the above signature: H. J. Harvey.

Signed for and on behalf of Tasman Pulp and Paper Co. Ltd.:

D. W. TIMMIS.

Witness to the above signature: G. Whatnall.

Signed for and on behalf of the Whakatane Board Mills Ltd.:

W. G. CLAVIS.

Witness to the above signature: D. Bell.

Signed for and on behalf of the New Zealand Engine-Drivers, River Engineers, Marine-engine Drivers, Greasers, Firemen and Assistants' Industrial Union of Workers (Auckland Branch):

N. FINCH.

Witness to the above signature: John J. Mitchell.